

United States Department of the Interior

FISH AND WILDLIFE SERVICE Washington, D.C. 20240

AUG 27 2018



To:

Directorate and Regional Directors, Regions 1-8

From:

Deputy Director Jamus W. Kullo

Subject:

Guidance on Recruitment, Retention, and Reactivation (R3) Activities

Outdoor recreation supports the conservation mission of the U.S. Fish and Wildlife Service (Service) by engaging people in outdoor experiences, fostering a conservation ethic, and providing financial resources. This memorandum clarifies the Service role in supporting Stateled efforts to recruit, retain, and reactivate participants in outdoor recreation activities including, but not limited to, archery, birdwatching, boating, fishing, hiking, hunting, and shooting sports in support of our mission to enhance fish, wildlife, plants, and their habitats for the benefit of the American people. These State-led efforts are jointly referred to as "R3."

Outdoor recreation activities are a great way to introduce the public to the outdoors, educate and engage them in the Service's mission, and help fund fish and wildlife management and recreation through the sale of fishing and hunting licenses¹ and Federal Duck Stamps, tax revenues, and recreation fees. Given declines in fishing and hunting participation by younger generations, the conservation community expects decreases in funding generated from licenses and Federal Duck Stamp sales, as well as an increase in the disconnect between Americans and nature. State Fish and Wildlife Agencies are leading strategic efforts across the county to introduce the next generation to fishing and hunting, devoting significant staff time and resources to design and implement customized R3 plans. The Service commits to engage in these State-led planning and implementation efforts, along with Tribes, industry, nongovernmental organizations, and our other partners, and also to provide support for State R3 strategic priorities, as permitted by authorizing legislation, and in accordance with Department of Interior (Department) Secretarial and Service priorities.

By supporting State-led R3 efforts, the Service will address current Department and Service priorities to enhance conservation stewardship, improve management of wildlife species and their habitats, increase outdoor recreation opportunities for all Americans, expand access for recreation on lands managed by the Service, and increase collaboration with State and Tribal partners in achieving these shared goals. The Department has outlined these priorities in Secretarial Orders (S.O.) 3347, S.O. 3356, and S.O. 3366.

¹ Fishing and hunting license sales are an important source of revenue for State Fish and Wildlife Agencies. Numbers of paid fishing and hunting license holders are part of the apportionment formula for the Service's Wildlife and Sport Fish Restoration Program grants, and the revenue from these license sales are a source of matching funds for the grants.

The Service's role to support States in their R3 efforts is included in two multi-agency Memorandums of Understanding (MOUs) signed in September 2017 and May 2018 (Attachment C). These MOUs highlight a framework of cooperation among Federal and State agencies, as well as industry and nongovernmental partners, to plan and implement mutually-beneficial projects and activities to support R3 efforts that promote outdoor recreational activities on publicly owned or accessible lands and waters. Through these MOUs and the work by numerous Service employees with key organizations, such as the Recreational Boating and Fishing Foundation, the Sport Fishing and Boating Partnership Council, and the Council to Advance Hunting and the Shooting Sports, the Service has already taken positive steps to initiate engagement on strategic State-led R3 work.

The Service has a responsibility to increase its support of State-led R3 efforts for the future of fish and wildlife conservation. Service staff with a role in R3 efforts are encouraged to have an understanding of R3, be aware of and engage in State R3 planning efforts, share information on Service R3 efforts and available resources, collaborate with State partners in the planning and delivery of programming, as appropriate, and evaluate Service R3 efforts. R3 training resources, including webinars, learning videos, and training aids, will be made available as resources allow (Attachment B).

Having more Americans enjoy the great outdoors benefits the Service and helps State Fish and Wildlife Agencies in meeting their R3 goals. Improved coordination with States, Tribes, and other R3 partners using a shared strategic approach will enhance the success of cumulative efforts and increase the capacity to plan and deliver local, regional, and national R3 programming, helping to achieve the shared objective of increasing the number of outdoor recreation participants and outdoor recreation opportunities for all.

For more information, please contact Mr. Paul Rauch, Assistant Director, Wildlife and Sportfish Restoration Programs, at (202) 208-5078, Mr. David Hoskins, Assistant Director, Fish and Aquatic Conservation, at (202) 208-3517, or Ms. Cynthia Martinez, Chief, National Wildlife Refuge System, at (202) 208-5333.

Attachment A: Examples of potential Service opportunities to support State R3 efforts. This is not a comprehensive list of all R3-related Service activities. Some programs may be limited in what resources they can provide due to priorities, or legislative authority.

Service Program	Examples of R3 Resources or Activities	
External Affairs	 Share R3 success stories. Highlight areas of collaboration with States and partners in R3 activities. 	
Fisheries and Aquatic Conservation	 Support the development of First Catch Centers on Service lands. Identify Hatchery lands and waters suitable for increased access for outdoor activities including angler and hunter education, youth and veteran angler and hunting events, and other State or partner led programs. Align regulations with States, as appropriate, to make hunting and fishing more accessible on Hatchery lands. Collaborate to amplify the marketing and Service use of outreach tools developed by the Recreational Boating and Fishing Foundation to achieve R3 goals. Collaborate with MOU signatories, as appropriate, to support R3 initiatives. Develop communication materials, with partners, to identify outdoor recreation opportunities on Service lands. 	
Migratory Birds	- Determine areas of alignment in the North American Waterfowl Management Plan (NAWMP.)	
National Conservation Training Center	 Provide R3 and Outdoor Recreational Program Training. Incorporate information regarding R3 into appropriate NCTC curriculum. 	
Refuges	 Provide access for activities on Service lands and waters that support R3 efforts, including hunter education, youth and veteran hunting events, and other State or partner led programs. Align regulations with States, as appropriate, to make hunting and fishing more accessible. Support partners in creating communications materials that increase awareness of outdoor recreation opportunities on Refuges. Provide stepping stones of engagement for new recreation users on Refuges in highly populated areas. Leverage human dimensions theory and practical applications in order to provide expertise and resources that inform, enhance, and maximize the effectiveness of R3 strategies. Leverage expert input on strategies to utilize results from surveys of waterfowl hunters, bird watchers, and the public by providing 	

	suggestions on revisions to the NAWMP, and implement a science-based approach to achieve the third NAWMP goal of growing numbers of waterfowl hunters and bird watchers who enjoy and
	actively support waterfowl and wetlands conservation.
Wildlife and	- Provide funding for R3 projects through the Wildlife and Sport
Sport Fish	Fish Restoration grant programs.
Restoration	- Work with State fish and wildlife agencies and partners to ensure
	the understanding of the eligibility of R3 projects under the
	Wildlife and Sport Fish Restoration grant programs.
	- Develop Best Management Practices for approving R3 grants that
	are consistent with the Outdoor Recreation Adoption Model.
	- Track R3 project performance.
	- Provide angler, hunter, and wildlife watcher participation and
	economic data through the National Survey of Fishing, Hunting,
	and Wildlife-Associated Recreation.

Attachment B: Select R3 Resources for Service Staff

Hunting, Fishing, Sport Shooting, and Archery Recruitment, Retention, and Reactivation: A Practitioner's Guide (Responsive Management and the National Shooting Sports Foundation, 2017): http://www.responsivemanagement.com/download/R3PracGuide.pdf

The National Hunting and Shooting Sports Plan (The Council to Advance Hunting and Shooting Sports and the Wildlife Management Institute, Fall 2016): http://www.cahss.org/national-hunting-shooting-sports-action-plan/

R3 Community (an online network of R3 practitioners with access to webinars, reports, and discussion forums): https://nationalr3plan.mn.co/

R3 Foundation Videos: https://www.youtube.com/playlist?list=PL_JRPeudfPfCHlDiN-Sw089da11b2yYZt

Recommendations and Strategic Tools for Effective Angler Recruitment, Retention, and Reactivation (R3) Efforts (Aquatic Resources Education Association and the Recreational Boating and Fishing Foundation, November 2016):

https://www.takemefishing.org/getmedia/4d891d05-348f-40b0-962f-3df34b5cc0a7/AREA-RBFF-Angler-R3-Recommendations November-2016

Attachment C: Copies of MOUs cited within the Memorandum.

MEMORANDUM OF UNDERSTANDING

Among

U.S. DEPARTMENT OF THE INTERIOR
U.S. Fish and Wildlife Service
Bureau of Land Management

U.S. DEPARTMENT OF AGRICULTURE U.S. Forest Service

and

The Association of Fish and Wildlife Agencies
The American Sportfishing Association
The National Marine Manufacturers Association
The Recreational Boating and Fishing Foundation

This Memorandum of Understanding (MOU) is entered into by:

- The United States Fish and Wildlife Service (USFWS), the Bureau of Land Management (BLM) and the United States Forest Service (USFS), hereinafter referred to collectively as the "Agencies"; and
- 2. The Association of Fish and Wildlife Agencies (AFWA), the American Sportfishing Association (ASA), the National Marine Manufacturers Association (NMMA) and the Recreational Boating and Fishing Foundation (RBFF), hereinafter referred to as the "Private Organizations".

I. AUTHORITIES

This agreement is entered into under the following authorities:

USFWS

The Sportfishing and Boating Safety Act of 1998 (the Act), Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq.

BLM

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.)

II. PURPOSE

The purpose of this MOU is to develop and expand a framework of cooperation among the participating parties (Parties) at the national, regional, and local levels for planning and implementing mutually beneficial projects and activities to promote recreational fishing and boating conducted on publicly owned lands and related waters and other publicly accessible bodies of water. These activities and projects will complement the respective missions of the Parties and serve the mutual interests of the Parties and the public.

III. OBJECTIVE

The objective of this MOU is to promote angler recruitment, retention and reactivation (R3) activities with the stated goal of reaching 60 million annual recreational fishing participants in the United States by the end of the next 60 months (60 in 60), as reported by the 2021 Special Report on Fishing that will be published by RBFF and the Outdoor Foundation in 2022. The outcomes of this effort may include increased volunteerism on publicly owned lands, improved quality of aquatic and riparian resources, improved recreational fishing experiences, and increased educational programs for recreational fishing and fisheries.

IV. THE PARTIES

The Agencies

- The Agencies are responsible for the management of publicly owned lands and related waters and enhancing the public's knowledge, awareness, responsible use, experience, and appreciation of those natural resources. The Agencies also strive to sustain the health, abundance, and sustainability of natural resources.
- 2. The USFWS authorizes public uses that are appropriate and determined to be compatible with the mission of the National Wildlife Refuge System (NWRS) and the primary purposes of the individual refuge. Recreational uses, including boating and fishing, are important general public uses of the NWRS. USFWS also supports and encourages boating and fishing and actively participates in promotion of these activities on publicly owned lands and related waters it administers.
- 3. The primary mission of the USFS and BLM is multiple-use and sustained-yield management of the lands and related waters they administer. Under the multiple-use and sustained-yield mandates of the USFS and BLM, boating and fishing are important uses of many of those lands, except where specifically prohibited for safety or other reasons.

The Private Organizations

 AFWA is an association of the National and State/province/commonwealth level agencies of North America who have management and protection responsibility for fish and wildlife resources in their respective jurisdictions. Its mission is conservation, protection, and management of wildlife and related natural resources.

- 2. ASA is a nonprofit trade association whose members include fishing tackle manufacturers, boat builders, state fish and wildlife agencies, angler organizations, sportfishing retailers, and the outdoor media. For over 78 years, ASA and its predecessor organizations have promoted the conservation of fishery resources and environmental measures that improve the aquatic environment, in order to ensure the enjoyment of healthy fisheries by America's anglers.
- 3. NMMA is the nation's leading trade association representing boat, marine engine and accessory manufacturers. NMMA members manufacture an estimated 80% of marine products used in North America.
- 4. RBFF is a nonprofit organization whose mission is to increase participation in recreational angling and boating and thereby increase public awareness and appreciation of the need for protecting, conserving and restoring this nation's aquatic natural resources. RBFF has identified a goal of reaching 60 million annual recreational fishing participants in the United States by the end of the next 60 months (60 in 60).

V. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

- 1. The Parties have common interests, including providing public access to publicly owned lands and related waters and enhancing opportunities on publicly owned lands and related waters to fish and boat in a safe and environmentally sound manner and promoting public safety and aquatic conservation education.
- 2. It is in the Parties' interest to maintain good communications and to disseminate information on the availability of locations on federal lands where boating and fishing activities can be conducted in a safe and environmentally sound manner.
- 3. The Private Organizations desire to encourage participation in boating and fishing activities on publicly owned lands and related waters by providing assistance to the Agencies in connection with access to publicly owned lands and related waters and in the location, construction, and improvement of access facilities on publicly owned lands and related waters.

In consideration of the above premises, the parties agree as follows:

VI. THE AGENCIES AGREE TO:

- Identify a contact for each Agency to serve as a liaison between the Private Organizations and that Agency for collection and dissemination of information regarding issues related to boating and fishing activities on publicly owned lands and related waters under that Agency's jurisdiction. Each Agency liaison will:
 - a. Work with the Private Organizations to facilitate appropriate collaborative and compatible opportunities, including but not limited to access and safety improvement projects, habitat enhancement, administrative studies and educational programs.
 - b. Strive to facilitate understanding and communication among the Agencies, the Private Organizations, boating and fishing enthusiasts, and the public.

- c. Assist in addressing national issues and facilitate cooperative relationships between local Agency contacts and the Private Organizations to promote boating and fishing on publicly owned lands and related waters.
- d. Meet with MOU parties regularly, and at least yearly, to advance the purpose and activities of the MOU.
- Share information about this MOU with local Agency officials, and encourage collaboration with the Private Organizations in the development of mutually beneficial projects and educational activities.
- 3. Where appropriate and feasible, assist in the development of and make available to the public the Private Organizations' and/or joint Agency-Private Organizations' interpretive and educational materials regarding boating and fishing including information regarding water safety/visitor safety, responsible use of the publicly owned lands, including Leave No Trace, Tread Lightly, and preventing the spread of aquatic invasive species.
- 4. Assist in the identification of areas where awareness and access are perceived to be inadequate for boating and fishing opportunities, consider potential solutions to improve awareness of and access to those areas or alternative areas, and work with the Private Organizations to improve awareness of and access to those areas where appropriate.
- 5. Support development of web-based technology to provide maps and other access and transportation information used by boaters and anglers. Advise the Private Organizations about the type of tabular and spatial data that must be collected and maintained to provide this web-based information. Explore cooperative projects to address these needs with the Private Organizations.

VII. THE PRIVATE ORGANIZATIONS AGREE TO:

- 1. Identify a contact for the Private Organizations to serve as a liaison between the Private Organizations and the Agencies for collection and dissemination of information regarding issues related to boating and fishing opportunities on publicly owned lands and related waters. The Private Organization liaison will:
 - a. Work with the Agency liaisons to facilitate appropriate collaborative opportunities, including but not limited to access and safety improvement projects, habitat enhancement, administrative studies, and educational programs such as Tread Lightly, and Leave No Trace.
 - b. Strive to facilitate understanding and communication among the Private Organizations, the Agencies, boating and fishing enthusiasts, and the public.
 - c. Meet with MOU parties regularly, and at least yearly, to advance the purpose and activities of the MOU.
- Make available to the Agencies interpretive and educational materials regarding boating and
 fishing including information regarding water safety/visitor safety, responsible use of the publicly
 owned lands, including Leave No Trace, Tread Lightly, and preventing the spread of aquatic
 invasive species.
- 3. Provide leadership, services, and materials at the national, regional, and local levels to promote responsible boating and fishing activities on publicly owned lands and related waters.

- 4. Participate in Agency efforts to identify suitable areas for boating and fishing activities on publicly owned lands and related waters and areas where access for those activities is inadequate on publicly owned lands and related waters.
- 5. Notify boaters and anglers about volunteer opportunities for maintenance projects to improve boating and fishing access routes, sites, safety, and facilities or to improve habitat on publicly owned lands and related waters.
- 6. Work with the Agencies at the local level to identify the need for improvement and maintenance of facilities for boating and fishing activities on publicly owned lands and related waters. On an ongoing basis, notify the Agencies of available technology and technical assistance in connection with:
 - a. Managing boating and fishing activities on publicly owned lands and related waters.
 - b. Assisting or providing Agencies with public land use statistics.
 - c. Collecting and maintaining tabular and spatial data necessary to provide web-based maps and other information concerning access to publicly owned lands and related waters.
- 7. Promote compliance with outdoor ethics and programs (such as the Clean, Drain, Dry; Leave No Trace, Tread Lightly!, and Nature Watch Programs) and laws, regulations, and Agency policies related to use of publicly owned lands and related waters for boating and fishing activities by sharing information on these outdoor ethics programs and legal requirements with boaters and anglers.
- 8. Assist in providing public messaging on the role and value of the Agencies' fisheries and recreation programs related to fishing and boating activities.

VIII. IT IS MUTUALLY AGREED BY THE AGENCIES AND PRIVATE ORGANIZATIONS THAT:

- 1. The Parties will manage their own activities and utilize their own resources, including the expenditure of their own funds, in coordination with the other Parties, in pursuing the objectives of this MOU.
- 2. The Parties must be cognizant of the demands of all segments of the public for opportunities to use and enjoy publicly owned lands and related waters, and in particular of the expansion of urban and suburban development in some areas that may affect opportunities for boating and fishing activities.
- 3. The Parties recognize that providing and maintaining access to and enjoyment of publicly owned lands and related waters for anglers and boaters is of paramount importance to the Parties and will likely become increasingly important to them.
- 4. Any action to be taken by the Agencies under this MOU is subject to available funding.
- 5. In implementing this MOU, each Agency will be operating under its own laws, regulations, and policies, such as the development or implementation of the National Environmental Policy Act, Resource Management Plans, Environmental Stewardship Plans and Safety Plans, subject to the availability of appropriated funds.
- 6. Nothing in this MOU may be construed to obligate the Agencies or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this agreement obligate the Department or the United States to spend funds on any particular project or purpose, even if funds are available.

- 7. Nothing in this MOU is intended to alter, limit, or expand the Agencies' statutory and regulatory authority.
- 8. This MOU in no way restricts the Agencies or the Private Organizations from participating in similar activities with other public or private agencies, organizations and individuals.
- 9. This MOU does not create any substantive or procedural right that is enforceable by law or equity against the United States or its officers, agents, or employees.
- 10. Nothing in this MOU implies that the Agencies endorse any service or policy of the Private Organizations. The Private Organizations will not take any action or make any statement that implies such an endorsement. Nothing in the MOU by direct reference or implications conveys the Private Organizations' endorsement of the Agencies' products or activities.
- 11. Pursuant to 41 U.S.C. 22 no member of or delegate to Congress may benefit from this MOU either directly or indirectly.
- 12. Any information furnished to the Agencies under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
- 13. Other federal agencies and private entities may be added to this MOU with the written concurrence of all the Parties.
- 14. USE OF FEDERAL AGENCIES INSIGNIA. In order for the Parties to use the federal agencies insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the federal agencies. A written request must be submitted and approval granted in writing by the federal agencies prior to use of the insignia.
- 15. AMENDMENTS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- 16. DEBARMENT AND SUSPENSION. The Parties shall immediately inform the Agencies if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR 200. Additionally, should the Parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Agencies without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- 17. NON-LIABILITY. The Agencies do not assume liability for any third party claims for damages arising out of this instrument.
- 18. TERMINATION. Any of the parties, upon 60 days' written notice, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- 19. EXPIRATION DATE. This MOU takes effect on the date it is fully executed and will expire five years from its effective date.
- 20. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

IX. PRINCIPAL CONTACTS

The following individuals will be the principal contacts for their respective organizations; however, any party may substitute other individuals upon written notice to the other parties.

David Hoskins, Assistant Director Fish and Aquatic Conservation U.S. Fish and Wildlife Service 1849 C. Street NW, Room 3331 Washington, DC 20240

Stephanie Carman, Fisheries and Aquatic Resources Program Lead Bureau of Land Management 20 M Street, SE Washington, DC 20003

Dan Shively, National Fisheries Program Manager U.S. Forest Service, Washington Office 201 14th Street SW, Suite 3SC Washington, DC 20250

Ron Regan, Executive Director Association of Fish and Wildlife Agencies 444 N. Capitol Street, NW Washington, DC 20001

Mike Nussman, President & CEO American Sportfishing Association 1001 N. Fairfax Street, Suite 501 Alexandria, Virginia 22314

Thom Dammrich, President National Marine Manufacturers Association 231 S. LaSalle Street, Suite 2050 Chicago, Illinois 60604

Frank Peterson, President & CEO Recreational Boating and Fishing Foundation 500 Montgomery, Suite 300 Alexandria, Virginia 22314 IN WITNESS WHEREOF, the participants hereto have executed this MOU as of the last written date below.

Acting

Director 13 Pish and Wildlife Service

7 2 20/7
Date

8/2 8/20/7
Director, Bureau of Land Management

Chief, U.S. Forest Service

Chief, U.S. Forest Service

Mike Nussman. President, American Sportfishing Association

Date

Mike Nussman. President, American Sportfishing Association

Date

131/207
Date

Jeff Marble, Chair, Recreational Boating & Fishing Foundation

Date

IN WITNESS WHEREOF, the participants hereto have executed this MOU as of the last written date below. Acting Fish and Wildlife Service Director, Bureau of Land Management Chief, U.S. Forest Service e Director, Association of Fish and Wildlife Agencies Mike Nussman, Pr esident, American Sportfishing Association Thomas Dammrich, President, National Marine Manufacturers Association Date Jeff Marble, Chair, Recreational Boating & Fishing Foundation Date

IN WITNESS WHEREOF, the participants hereto have executed this MOU as of the last written date below. Acting Director, Bureau of Land Management Chief, U.S. Forest Service e Director, Association of Fish and Wildlife Agencies Mike Nussman, President, American Sportfishing Association Date Thomas Dammrich, President, National Marine Manufacturers Association Date Chair, Recreational Boating & Fishing Foundation

MEMORANDUM OF UNDERSTANDING Among

U.S. DEPARTMENT OF THE INTERIOR
U.S. Fish and Wildlife Service
Bureau of Land Management

U.S. DEPARTMENT OF AGRICULTURE
U.S. Forest Service

and

The Association of Fish and Wildlife Agencies – AFWA

The National Shooting Sports Foundation – NSSF

The Archery Trade Association – ATA

The Council to Advance Hunting and the Shooting Sports – CAHSS

This Memorandum of Understanding (MOU) is entered into by:

- 1. The United States Fish and Wildlife Service (USFWS), the Bureau of Land Management (BLM) and the United States Forest Service (USFS), hereinafter referred to collectively as the "Agencies"; and
- 2. The Association of Fish and Wildlife Agencies (AFWA), the National Shooting Sports. Foundation (NSSF), the Archery Trade Association (ATA) and the Council to Advance Hunting and the Shooting Sports (CAHSS), hereinafter referred to as the "Private Organizations".

I. AUTHORITIES

This agreement is entered into under the following authorities:

USFWS

Fish and Wildlife Coordination Act, 16 U.S.C. 661 et seq.

BLM & USFS

Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.)

II. PURPOSE

The purpose of this MOU is to develop and expand a framework of cooperation among the participating parties (Parties) at the national, regional, and local levels for planning and implementing mutually beneficial projects and activities to support the recruitment, retention,

and reactivation of hunters and recreational shooters (R3) and promote hunting and shooting sports conducted on federal lands. These activities and projects will complement the respective missions of the Parties and serve the mutual interests of the Parties and the public.

III. OBJECTIVE

The objective of this MOU is to promote R3 activities on federal lands and increase opportunity and participation in hunting and shooting sports. The outcomes of this effort may include increased volunteerism on federal lands, improved quality of wildlife habitat and resources, improved hunting opportunity and experiences, increased opportunity for recreational shooters, and improved hunter education opportunities.

IV. THE PARTIES

The Agencies

- 1. The Agencies are responsible for the management of lands under their administration ("federal lands") and related waters and enhancing the public's knowledge, awareness, responsible use, experience, and appreciation of those natural resources. The Agencies also strive to sustain the health, abundance, and diversity of natural resources.
- 2. The USFWS authorizes public uses that are appropriate and determined to be compatible with the mission of the National Wildlife Refuge System (NWRS) and the primary purposes of the individual refuge. Recreational uses, including hunting, are important general public uses of the NWRS.
- 3. The primary mission of the USFS and BLM is multiple-use and sustained-yield management of the lands and related waters they administer. Under the multiple-use and sustained-yield mandates of the USFS and BLM, hunting and recreational shooting are appropriate recreational activities on many of those lands, except where specifically prohibited for safety or other reasons.

The Private Organizations

- 1. AFWA is an association of the national and state/province/territory level agencies of North America that have management authority for fish and wildlife resources in their respective jurisdictions. Its mission is to support and advocate for science-based fish and wildlife conservation in said jurisdictions.
- 2. NSSF is the firearms industry's trade association. Formed in 1961 with a mission to promote, protect and preserve hunting and the shooting sports, it has a membership of over 12,000 manufacturers, distributors, firearms retailers, shooting ranges, sportsmen's organizations and publishers.
- 3. ATA is the 501(c)(6) trade association for manufacturers, retailers, distributors, sales representatives and others working in the archery and bowhunting industry. The ATA has served its members since 1953. It is dedicated to making the industry profitable by decreasing business overhead, reducing taxes and government regulation, and increasing participation in archery and bowhunting.

4. CAHSS is a 501(c)(3) educational nonprofit organization whose mission is to facilitate the promotion and growth of hunting and the shooting sports and the education of the public on the contributions that hunters and recreational shooters make towards wildlife conservation. CAHSS was formed by the leaders in the Conservation community to take a fresh look at the business of recruiting and retaining hunters and recreational shooters and to develop new and sustainable strategies and tactics to solicit, engage and support these groups so vital to Conservation and America's heritage.

V. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

- 1. The Parties have common interests, including providing public access to federal lands and enhancing opportunities on federal lands to hunt and participate in shooting sports in a safe and environmentally sound manner and promoting firearm safety and education.
- 2. It is in the Parties' interest to maintain good communications and to disseminate information on the availability of locations on federal lands where hunting and sport shooting activities can be conducted in a safe and environmentally sound manner, including to those audiences not currently active in hunting and/or shooting sports.
- 3. The Private Organizations desire to encourage participation in hunting and shooting sports activities on federal lands by providing assistance to the Agencies in connection with access to federal lands and in the location, construction, and improvement of access facilities on federal lands.

In consideration of the above premises, the parties agree as follows:

VI. THE AGENCIES AGREE TO:

- Identify a contact for each Agency to serve as a liaison between the Private Organizations and that Agency for collection and disseminating of information regarding issues related to hunting and shooting sports activities on federal lands under that Agency's jurisdiction. Each Agency liaison will:
 - a. Work with the Private Organizations to facilitate appropriate collaborative and compatible opportunities, including but not limited to coordination and strategic planning with respective state natural resource agencies, access and safety improvement projects, habitat enhancement, administrative studies and educational programs.
 - b. Strive to facilitate understanding and communication among the Agencies, the Private Organizations, hunting and shooting sports enthusiasts, and the public including audiences not typically reached by the Agencies.
 - c. Assist in addressing national issues and facilitate cooperative relationships between local and state agency contacts and the Private Organizations to promote hunting

- and recreational shooting opportunities and experiences on federal lands in support of R3 priorities;.
- d. Evaluate and pursue compatible opportunities for range development and improved programming on federal lands to facilitate recreational archery and firearms shooting sports participation in support of State, regional or national R3 priorities.
- e. Meet with MOU parties regularly, and at least yearly, to advance the purpose and activities of the MOU.
- 2. Share information about this MOU with state and local agency officials and encourage collaboration among the Parties to develop strategic state or regional plans resulting in coordinated implementation strategies, mutually beneficial projects and educational activities.
- 3. Where appropriate and feasible, assist in the development of and make available to the public the Private Organizations' and/or joint Agency-Private Organizations' interpretive and educational materials regarding hunting and shooting sports including information regarding firearm safety/visitor safety, responsible use of the federal lands.
- 4. Assist in the identification of areas where awareness and access are perceived to be inadequate for hunting and shooting sports opportunities, consider potential solutions to improve awareness of and access to those areas or alternative areas, and work with the Private Organizations to improve awareness of and access to those areas where appropriate.
- 5. Support development, or contribute to existing, web-based technology to provide maps and other access and transportation information used by hunters and recreational shooters. Advise the Private Organizations about the type of tabular and spatial data that must be collected and maintained to provide this web-based information. Explore cooperative projects to address these needs with the Private Organizations.

VII. THE PRIVATE ORGANIZATIONS AGREE TO:

- 1. Identify a contact for the Private Organizations to serve as a liaison between the Private Organizations and the Agencies for collection and dissemination of information regarding issues related to hunting and recreational shooting opportunities on federal lands. The Private Organization liaison will:
 - a. Work with the Agency liaisons to facilitate appropriate collaborative opportunities, including but not limited to access and safety improvement projects, habitat enhancement, administrative studies, and educational programs.
 - b. Strive to facilitate understanding and communication among the Private Organizations, the Agencies, hunting and recreational shooting enthusiasts, and the public.
 - c. Meet with MOU parties regularly, and at least yearly, to advance the purpose and activities of the MOU
- 2. Make available to the Agencies interpretive and educational materials regarding hunting and recreational shooting including information regarding firearm safety/visitor safety, responsible use of the federal lands.

- 3. Provide leadership, services, and materials at the national, regional, and local levels to promote responsible hunting and sport shooting activities on federal lands.
- 4. Participate in Agency efforts to identify suitable areas for hunting and recreational shooting activities on federal lands and areas where access for those activities is inadequate on federal lands.
- 5. Notify hunters and recreational shooters about volunteer opportunities for maintenance projects to improve hunting and recreational shooting access routes, sites, safety, and facilities or to improve habitat on federal lands.
- 6. Work with the Agencies at the local level to identify the need for improvement and maintenance of facilities for hunting and shooting sports activities on federal lands. On an ongoing basis, notify the Agencies of available technology and technical assistance in connection with:
 - a. Managing hunting and shooting sports activities on federal lands.
 - b. Assisting or providing Agencies with federal land use statistics.
 - c. Collecting and maintaining tabular and spatial data necessary to provide web-based maps and other information concerning access to federal lands.
- 7. Promote compliance with outdoor ethics and laws, regulations, and Agency policies related to use of federal lands and related waters for hunting and shooting sports activities by sharing information on these outdoor ethics programs and legal requirements with hunters and recreational shooters.
- 8. Assist in providing public messaging on the role and value of the Agencies' hunting and recreation programs related to hunting and sport shooting activities, particularly to audiences not typically reached by the Agencies.

VIII. IT IS MUTUALLY AGREED BY THE AGENCIES AND PRIVATE ORGANIZATIONS THAT:

- 1. The Parties will manage their own activities and utilize their own resources, including the expenditure of their own funds, in coordination with the other Parties, in pursuing the objectives of this MOU.
- 2. The Parties must be cognizant of the demands of all segments of the public for opportunities to use and enjoy federal lands, and in particular of the expansion of urban and suburban development in some areas that may affect opportunities for hunting and sport shooting activities.
- 3. The Parties recognize that providing and maintaining access to and enjoyment of federal lands for hunters and recreational shooters is paramount to the Parties and will likely become increasingly important to them.
- 4. Any action to be taken by the Agencies under this MOU is subject to available funding.
- 5. In implementing this MOU, each Agency will be operating under its own laws, regulations, and policies, such as the development or implementation of the National Environmental Policy Act, Resource Management Plans, Environmental Stewardship Plans and Safety Plans, subject to the availability of appropriated funds.
- 6. Nothing in this MOU may be construed to obligate the Agencies or the United States to any current or future expenditure of resources in advance of the availability of appropriations from

- Congress. Nor does this agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose, even if funds are available.
- 7. Nothing in this MOU is intended to alter, limit or expand the Agencies' statutory and regulatory authority.
- 8. This MOU in no way restricts the Agencies or the Private Organizations from participating in similar activities with other public or private agencies, organizations and individuals.
- 9. This MOU does not create any substantive or procedural right that is enforceable by law or equity against the United States or its officers, agents, or employees.
- 10. Nothing in this MOU implies that the Agencies endorse any service or policy of the Private Organizations. The Private Organizations will not take any action or make any statement that implies such an endorsement. Nothing in the MOU by direct reference or implications conveys the Private Organizations' endorsement of the Agencies' products or activities.
- 11. Pursuant to 41 U.S.C. 22 no member of or delegate to Congress may benefit from this MOU either directly or indirectly.
- 12. Any information furnished to the Agencies under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
- 13. Other federal agencies and private entities may be added to this MOU with the written concurrence of all the Parties.
- 14. USE OF FEDERAL AGENCIES and PRIVATE ORGANIZATIONS INSIGNIA. In order for the Parties to use the federal agencies insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the federal agencies. A written request must be submitted and approval granted in writing by the federal agencies prior to use of the insignia.
- 15. AMENDMENTS. Modifications within the scope of this MOU must be made by mutual consent of the Parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- 16. DEBARMENT AND SUSPENSION. The Parties shall immediately inform the Agencies if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR 200. Additionally, should the Parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Agencies without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- 17. NON-LIABILITY. The Agencies or Private Organizations do not assume liability for any third party claims for damages arising out of this instrument.
- 18. TERMINATION. Any of the parties, upon 60 days' written notice, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- 19. EXPIRATION DATE. This MOU takes effect on the date it is fully executed and will expire five years from its effective date.
- 20. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

IX. PRINCIPAL CONTACTS

The following individuals will be the principal contacts for their respective organizations; however, any party may substitute other individuals upon written notice to the other parties.

Paul Rauch, Assistant Director Wildlife and Sport Fish Restoration U.S. Fish and Wildlife Service 1849 C Street NW, Room 3331 Washington, DC 20240

Kristy Swartz, Acting Division Chief, Fish and Wildlife Conservation Bureau of Land Management 20 M Street, SE Washington, DC 20003

Brian Logan, National Wildlife Program Leader U.S. Forest Service, Washington Office 201 14th Street SW, Suite 35C Washington, DC 20250

Ron Regan, Executive Director Association of Fish and Wildlife Agencies 1100 First Street NE, Suite 825 Washington, DC 20002

Jim Curcuruto, Director, Research & Market Development National Shooting Sports Foundation Flintlock Ridge Office Center 11 Mile Hill Road Newtown, CT 06470-2359

Dan Forster, Director of Government Relations Archery Trade Association P.O. Box 70, New Ulm, MN 56073

John E. Frampton, President and CEO Council to Advance Hunting and the Shooting Sports 1100 First Street NE, Suite 825 Washington, DC 20002

IN WITNESS WHEREOF, the participants hereto have executed this below.	MOU as of the last written date
Sugar Ind	5/22/2018
Director VS. Eish and Wildlife Service	Date
Director, Bureau of Land Management	Date
	a
Chief, U.S. Forest Service	Date
Executive Director, Association of Fish and Wildlife Agencies	S/27/18 Date
President & CEO, National Shooting Sports Foundation	5/22/18 Date
Dorforal	5-02-18
Director of Government Relations, Archery Trade Association	Date
The Elming	5-22-18
President & CEO, Council to Advance Hunting and the Shooting Spo	rts Date